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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 DEVIN CHAVEZ,

11 Plaintiff,

12 vs.

13 ADVANCED COLLECTION BUREAU,
INC., a Florida Corporation,

14 Defendant.

COMPLAINT

15 Plaintiff, Devin Chavez (hereinafter "Plaintiff"), by and through his counsel of record,
16 Cogburn Law Offices, hereby complains against Defendant as follows:

17 **I. PRELIMINARY STATEMENT.**

18 1. This is an action for damages brought by an individual consumer for Defendant's
19 violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter
20 "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair
21 practices.

22 **II. JURISDICTION.**

23 2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d). Venue is proper in
24 this District Court, particularly its unofficial southern district, pursuant to 28 U.S.C. § 1391(b).

1 **III. PARTIES.**

2 3. Plaintiff is a natural person residing in Clark County, Nevada.

3 4. Plaintiff is a “consumer” as defined by the FDCPA, 15 U.S.C. § 1692a(3).

4 5. Defendant Advanced Collections Bureau, Inc., (hereinafter “ACB”) is a
5 corporation engaged in the business of collecting debts by use of the mails and telephone, and
6 Defendant regularly attempts to collect debts alleged to be due another.

7 6. Upon information and belief, ACB is a foreign entity licensed in the State of Florida
8 and doing business in Nevada.

9 7. Upon information and belief, ACB is not registered with the State of Nevada as a
10 collection agency or as a foreign collection agency.

11 8. ACB is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6) trying
12 to collect a “debt” as defined by 15 U.S.C. §1692(a)(5).

13 **IV. GENERAL ALLEGATIONS**

14 9. Plaintiff had previously entered into a lease agreement with SC Investments LV for
15 the rental of an apartment.

16 10. That particular lease was terminated in April 2014.

17 11. Upon moving out, the parties to the lease did not perform a move-out inspection.

18 12. In February 2018, Plaintiff checked his credit and discovered that ACB had
19 furnished information to credit reporting bureaus indicating a balance of approximately \$7,025.00.

20 13. Plaintiff never received notice of the alleged debt or a *Dunning Letter* from ACB.

21 14. On March 8, 2018, Plaintiff contacted ACB and spoke to a representative.

22 15. At no point during the call, did the ACB representative indicate to Plaintiff that
23 ACB was in the process of collecting a debt allegedly owed by Plaintiff.
24

1 16. Shortly after that call terminated, the Plaintiff called back and asked for debt
2 validation.

3 17. ACB never provided Plaintiff with a *Dunning Letter*, indicating that ACB was
4 attempting to collect a debt, or a validation of the alleged exorbitant charges.

5 **V. CLAIMS FOR RELIEF**

6 **CLAIM FOR RELIEF AGAINST ACB**
7 **(Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692)**

8 18. The Plaintiff realleges and incorporates paragraphs 1 through 19 above as if fully
9 set out herein.

10 19. Defendant was negligent and/or willful, rendering them liable for attempting to
11 collect an improper balance due, fees, interests and/or expenses not authorized or permitted by
12 law, and in violation of 1692f(1).

13 20. ACB's conduct was negligent or willful or both, rendering it liable for failing to
14 cease collection of an alleged debt, and not providing proper verification of the debt to the prior to
15 initiating a lawsuit, in violation of 1692g(b).

16 21. As a result of the foregoing violations, the ACB Defendant is liable for actual
17 damages, including general damages and special damages in an amount to be proven at trial, but
18 not less than up to \$1,000 per violation, pursuant to 1692k(a)(1).

19 22. As a result of the foregoing violations, the ACB Defendant is liable for actual
20 damages, including general damages and special damages in an amount to be proven at trial, but
21 not less than up to \$1,000 per violation, pursuant to 1692k(a)(2)(a).

22 23. As a result of the foregoing violations, the ACB Defendant is liable for costs and
23 reasonable attorney fees pursuant to 1692k(a)(3).
24

1 24. Plaintiff hereby prays for actual damages under the FDCPA, and for statutory
2 damages as set forth above for each and every violation of the Fair Debt Collection Practices Act
3 proven at the trial of this case, and reasonable attorney fees and costs thereunder.

4 25. An actual controversy has arisen and now exists between the parties concerning
5 their respective rights and duties under the FDCPA. A judicial declaration that the ACB
6 Defendant's actions violated the FDCPA is necessary so that all parties may ascertain their rights
7 and duties under the law.

8 **VI. PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
10 Defendants, on all counts, for the following:

- 11 1. Declaratory judgment that Defendant's conduct violated the FDCPA;
- 12 2. Actual damages;
- 13 3. Statutory damages;
- 14 4. Punitive damages;
- 15 5. Costs and reasonable attorney fees; and
- 16 6. For such other and further relief as may be just and proper.

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1 **VII. JURY DEMAND**

2 Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States
3 Constitution, Plaintiff hereby demands a jury trial.

4 Dated this 7th day of August, 2018.

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